

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 17	
2. Amendment/Modification No. P00002		3. Effective Date 2003NOV18		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGA MARY WEST (586)574-7627 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WESTM@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCM TWIN CITIES B.H. WHIPPLE FEDERAL BUILDING ROOM 1150 1 FEDERAL DRIVE FT. SNELLING MN 55111-4007 SCD C PAS NONE ADP PT HQ0339		Code S2401A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SIOUX MANUFACTURING CORP MAIN ST HWY 57 FORT TOTTEN, ND. 58335 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
						9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-L077	
						10B. Dated (See Item 13) 2002NOV01	
Code 53119		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE:							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Pursuant to Changes Clause 52.243-2					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) MICHAEL CIONI CIONIM@TACOM.ARMY.MIL (586)574-8088	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2003NOV18

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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SECTION A - SUPPLEMENTAL INFORMATION

1. This is a bilateral modification P00002 issued pursuant to FAR 52.243-2 Changes - Cost Reimbursement (Alternate V). The purpose of this modification is to revise the contract by incorporating the changes listed in paragraphs 2-12 below.

2. The Contractor and the Government agree to the following:

- a. The ceiling price for the changes incorporated by this modification will be not less than (\$45,000.00). Any equitable adjustment resulting from this modification will decrease the total amount of contract, including fee, by not less than \$45,000.00.
- b. The definitization of this change order will not exceed the following schedule unless agreed to by both parties in a bilateral modification.

Proposal Submission: 30 days after award of this modification
Proposal Submission: 45 days after proposal submission
Proposal Evaluation Complete: 30 days after evaluation is completed
Award of Definitization Modification: 15 days after negotiation is completed
The contract is modified as follows:

- 3. Added CLIN 0004 to the modification to provide a shipping address and MILSTRIP number for the 10 EA M35A3 engine compartment hood prototypes to be shipped to Mannheim, Germany.
- 4. C.4 Change from Fifty (50) M35A3 engine compartment hoods to Thirty (30) M35A3 engine compartment hoods
- 5. C.4.1.1 Changed the materials used as part of the process plan for the thirty (30) M35A3 engine compartment hoods from using an epoxy resin system only in the process plan to using a combination of an epoxy resin system and vinyl ester resin system.
- 6. C.4.2 Delete in total. The contractors participation in the Form Fit and Function (FFF) trials is no longer necessary.
- 7. C.4.3 Change the total parts manufactured from 188 parts to 168 in C.4.3 and anywhere else in the SOW to reflect 20 fewer M35A3 hoods.
- 8. C.4.4 Delete in total SMC's participation in the Installations and Field Evaluations. The details of the packaging and shipping instructions have been moved to Section D, Packaging and Marking.
- 9. C.5.0 Delete last two travel requirements (to Ft. Irwin). These trips are deleted because they relate to efforts performed under C.4.2 and C.4.4 that are deleted from the SOW.
- 10. Sections D is changed to reflect the different packaging and marking requirements of both CONUS and OCONUS shipments and add the following clause:

DS 7111, FAR Clause 52.247-4016 (TACOM) JUL 2002, entitled "Heat Treatment and Marking of Wood Packaging Materials"
- 11. Sections E is changed to reflect the different inspection and acceptance requirements of CONUS and OCONUS shipments and add the following clauses:

ES 7001, FAR Clause 52.246-4028 (TACOM) FEB 1994, entitled "Inspection Point: Origin"

ES 7002, FAR Clause 52.246-4029 (TACOM) OCT 2002, entitled "Acceptance Point: Origin"
- 12. Sections F is changed to reflect revised delivery dates, revised destination points and added the following FOB Origin and FOB Destination clauses.
 - a. The revised delivery dates and revised destinations F.2.1 through F.2.4 of the modification are as follows:
 - F.2.1 1 EA Mine Blast Section prototypes shall be delivered no later than 2 Feb 04 to Lima OH, FOB Destination.
 - F.2.2 10 EA M35A3 engine compartment hood prototypes shall be submitted to the Government, FOB Origin, no later than

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20 Nov 03 to be shipped Mannheim, Germany.

F.2.3 20 EA M35A3 engine compartment hood prototypes shall be delivered no later than 2 Feb 04 to TACOM Warren MI, FOB Destination.

F.2.4 The 138 remaining prototypes shall be delivered to Fort Irwin, CA no later than 40 months after award of the contract, FOB Destination.

b. The following clauses are added:

FOB Origin clauses are listed below:

FF0004 FAR Clause 52.247-29 JUN 1988, entitled "FOB Origin"

FF 0031 FAR Clause 52.247-52 April 1994, entitled "Clearance and Documentation Requiremnts-Shipments to DoD Air or Water Terminal Transshipment Points"

FF0034 FAR Clause 52.247-58 APR 1984, entitled "Loading, Blocking and Bracing of Freight Car Shipments"

FF0035 FAR Clause 52.247-59 APR 1984, entitled "FOB Origin-Carload and Truckload Shipments"

FF7038 FAR Clause 52.247-65 JAN 1991, entitled "FOB Origin, Prepaid Freight-Small Package Shipments"

FF 7369 FAR Clause 52.247-60 (TACOM) DEC 1989, entitled "Guaranteed Shipping Characteristics"

FS 7446 FAR Clause 52.247-4005 (TACOM) AUG 2003, entitled "Shipment of Supplies and Detention of Carrier's Equipment"

IF0144 FAR Clause 52.242-10 APR 1984, entitled "FOB Origin, GBLs or Prepaid Postage"

FOB Destination clause is listed below:

IS 7887 FAR Clause 52.247-4458 (TACOM) SEP 2000, entitled "Guaranteed Shipping Characteristics-FOB Destination"

13. As a result of this Modification P00002, the total obligated amount of the contract remains unchanged at \$747,489.00.

14. Except as cited above, the contract terms and conditions remain unchanged.

*** END OF NARRATIVE A 003 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0004	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>M35A3 ENGINE HOOD PROTOTYPES</p> <p>NSN: 9999-99-999-9999 NOUN: SHIPPING-COMPOSITE BODY PARTS SECURITY CLASS: Unclassified</p> <p>PRON: E132C528EH PRON AMD: 01 ACRN: AB AMS CD: 63300544011</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table border="0"> <tr> <td>DOC</td><td>SUPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td>W56HZV03318S01</td><td>W81PLH</td><td>J</td><td></td><td>1</td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>10</td><td>20-NOV-2003</td><td></td><td></td><td></td></tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W81PLH) SR W38C 5 SIG CMD GOCO AMSF-ESRA FUERTHER PLATZ AWCF SSF SULLIVAN BARRACKS BLDG 208 MANNHEIM GE 68309</p> <p>MARK FOR: CW3 WATTS/MSG JACKSON</p>	DOC	SUPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV03318S01	W81PLH	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	10	20-NOV-2003				10	EA	\$ ** NSP **	\$ ** NSP **
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Scope of Work

C.1 Introduction: This is a research and development program to validate the application of advanced vacuum assisted resin transfer molding (VARTM) technology to the manufacture of tactical (wheeled) vehicle sheet steel parts and assemblies. Advanced material, process, sensor-based intelligent process control (IPC), and low-cost tooling concepts that are uniquely suited for VARTM shall be integrated to conduct both manufacturing trials and manufacture of prototypes for field-service evaluations.

C.2 Objective: The contractor as an independent contractor, not as an agent of the Government and within schedules and constraints of the contract shall validate the application of advanced Vacuum Assisted Resin Transfer Molding (VARTM) technology to the manufacture of tactical (wheeled) vehicle parts and assemblies. Composite materials will be used for parts that are normally manufactured using sheet metal. Accordingly, the contractor shall validate the application of VARTM and conduct manufacturing trials and subsequently manufacture and prepare prototypes for installation and testing on fielded army vehicles. The contractor shall also develop, assess and validate the application of a business case model intended to define the advantages and disadvantages to include addressing any issues of affordability of VARTM molding fiber reinforced composite body parts compared with the standard sheet steel parts typical of the current army inventory. The full spectrum ranging from the characteristically low and variable manufacturing quantities of spare/repair parts acquisitions to the O.E.M. original production scenario shall be examined.

C.3 Wheeled Vehicle Sheet Metal Parts and Assemblies: The Government shall provide the Government Furnished Equipment (GFE) and Government Furnished Information (GFI) as listed in Section H of the contract.

C.4 Overview: The total performance period is 40 months for the 169 parts listed below. The one (1) combat vehicle mine blast section manufacturing trial will be processed only through task C.4.1.4 (Resin Infusion) of the SOW tasks. These tasks include C.4.1, C.4.1.1, C.4.1.2, C.4.1.3 and C.4.1.4. The remaining 168 parts will go through all of the tasks under C.4.1 and C.4.3. Note: Both C.4.2 and C.4.4 were deleted by Modification P00002 to this contract.

Thirty (30) M35A3 engine compartment hoods
<div>Five (5) M939 right fenders</div>
<div>Five (5) M939 left fenders</div>
<div>One (1) combat vehicle mine blast section</div>
<div>Thirty (30) M35 right fenders</div>
<div>Thirty (30) M35 left fenders</div>
<div>Thirty (30) HMMWV right hood corners</div>
<div>Thirty (30) HMMWV left hood corners</div>
<div>Eight (8) HMMWV transmission shipping and storing containers</div>

C.4.1 Manufacturing Trials: The contractor shall conduct trials to develop process sensitivities, limitations and optimum process conditions for each of the parts/assemblies provided as GFE.

C.4.1.1 Process Plans: For each of the 169 parts listed in C.4.0, the contractor shall develop a process plan to VARTM the architecture/design of the composite version of the steel metal parts provided as GFI. The process plan for the thirty (30) M35A3 engine compartment hoods shall include a combination of the use of an epoxy resin system and a vinyl ester resin system. Some of the thirty (30) M35A3 engine compartment hoods shall include the use of an epoxy resin system on these hoods. The number of hoods using the epoxy resin system shall be in the range from a minimum of 5 to a maximum of 15. (The exact number within this range will be determined by the contractor). The remaining hoods shall include the use of a vinyl ester resin system. The process plan shall serve as the basis for development of a discrete event industrial simulation and business case model representative of the preparation and manufacture of each part. The process plan shall include: rapid, low-cost tooling approach, tool fabrication, tool preparation, resin system(s) preparation to include mixing and delivery, preform definition, fabrication and layup, bagging/venting and infusion, demolding, and secondary finishing to include trimming, drilling, priming, painting, installation of sub-assemblies, packaging, shipping and any other processes or actions necessary to develop a comprehensive, complete and accurate plan.

C.4.1.2 Low Cost Tooling: The contractor shall develop and prove out via manufacturing trials; their recommended low-cost

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-C-L077 MOD/AMD P00002</p>	<p style="text-align: center;">Page 6 of 17</p>
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tooling approach (s) for each part configuration. The contractor shall select, manufacture or procure final plugs, tools/molds required for prototype fabrication.

C.4.1.3 Intelligent Process Control (IPC): The contractor shall demonstrate functional capability in the intelligent process control system. The contractor shall conduct a manufacturing trial for the following part: One (1) combat vehicle mine blast section. Trials shall be conducted which manipulate the computer algorithms to gain the manufacturing insights into process sensitivities and limitations when applying the VARTM process to sheet steel replacement parts and assemblies.

C.4.1.4 Resin Infusion: The contractor shall conduct dual manufacturing trials, with and without the intelligent process control system (IPC) functioning for the infusion portion of the process for the part selected in C.4.1.3. For each part/configuration, the contractor shall develop a sketch/map which identifies sensor locations; either tool mounted, bag mounted or insitu within the part. The IPC system shall be comprehensive to include all portions or phases of a typical infusion process and shall have the capability for the operator to over-ride any particular phase or portion of the cycle. The quantitative data recorded from the IPC shall be the basis for populating the discrete event simulation and business case models.

C.4.2 Deleted.

C.4.3 Prototype Manufacturing: The contractor shall manufacture a total of 168 parts. This total is all of the parts listed in C.4.0 (excluding the combat vehicle mine blast section). Quantitative data shall be recorded for each manufacturing operation for each part sufficient to be used to populate the simulation and business case models.

C.4.3.1 Secondary Finishing: The contractor shall conduct all necessary secondary finishing of all of the parts molded in C.4.3. This shall include trimming to final shape/geometry or periphery, surface preparation for priming, priming and top coat painting with army accepted CARC (Chemical Agent Resistant Coating) paint systems. For the thirty (30) M35A3 engine compartment hoods, the contractor shall permanently mark the inside of each hood with a number between 1 and 30 and permanently mark each part with the letter "E" or "V" to indicate which system was used; either epoxy resin or vinyl ester resin (as discussed in C.4.1.1). For the remaining 139 parts, the contractor shall permanently mark the inside of each part with a number and permanently mark each part with the letter "E" or "V" to indicate which system was used; either epoxy resin or vinyl ester resin (as discussed in C.4.1.1)

C.4.3.2 Hardware Outfitting: The government will furnish Government owned hardware, as the Technical Representative deems necessary as listed in Section H of the contract. These items include hardware that the contractor needs to integrate the composite parts into the field test vehicle.

C.4.4 Deleted.

C.4.5 Discrete Event Industrial Simulation and Business Case Models: The contractor shall develop and/or apply computer-based models that specifically represent the Vacuum Assisted Resin Transfer Molding (VARTM) process and the Sioux manufacturing industrial infrastructure. Simulation and modeling trials shall be performed, populated with data obtained from the Manufacturing Trials of C.4.1 and the Prototype Manufacturing in C.4.3 to evaluate the profitability of army sheet metal spare/repair parts acquisitions of parts manufactured in the Sioux Manufacturing VARTM cell. Models and results of modeling and simulation trials shall be documented in the final report for the contract deliverable listed in C.6.0 Contractor's Progress, Status and Management Report (DI-MGMT-80227).

C.5.0 Travel Requirements:

Two (2) trips per year to TACOM, each trip consisting of a one (1) day on-site to TACOM, Warren, MI. The purpose of these trips is for informal program status review to discuss issues and resolve problems.

Two (2) trips, per year to the University of Delaware, each trip consisting of a one (1) day on-site to the University of Delaware, Newark, Delaware. The purpose of these trips is for informal program status review to discuss issues and resolve problems.

C.6.0 Deliverables:

C.6.1 One (1) combat vehicle mine blast section to Lima, Ohio.

C.6.2 Ten (10) M35A3 engine compartment hood prototypes, per paragraph C.4.3, using the process plans described in C.4.1.1 to Mannheim, Germany. Of the ten prototypes, six (6) shall include the epoxy resin system and four (4) shall include the vinyl ester resin system. To denote the system used, the contractor shall permanently mark the inside of each part with a number between 1 and 10 with the letter E or V to indicate which system, either epoxy resin or vinyl ester resin was used.

C.6.3 Twenty (20) M35A3 engine compartment hood prototypes, per paragraph C.4.3, to TACOM, Warren, Michigan.

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C.6.4 138 field test prototypes, per paragraph C.4.3 to Fort Irwin, CA.

C.6.5 Contractor's Progress, Status and Management Report (DI-MGMT-80227) in accordance with Section J, Exhibit A, Contract Data Requirements List (CDRL) 1423, Data Item A001. The Data Item Description (DI-MGMT-80227) is listed on Exhibit B.

Performance and Cost Report (DI-FNCL-80912) in accordance with Section J, Exhibit A, Contract Data Requirements List (CDRL) 1423, Data Item A002. The Data Item Description (DI-FNCL-80912) is listed on Exhibit B.

C.7.0 Government Furnished Equipment (GFE) List:

See Section H of the contract for the GFE list.

C.8.0 Government Furnished Information (GFI) List:

See Section H of the contract for the GFI list.

*** END OF NARRATIVE C 003 ***

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SECTION D - PACKAGING AND MARKING

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 ADDED	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

PACKAGING AND MARKING

D.1 PACKAGING

- D.1.1 The one (1) combat vehicle mine blast section listed in Section C.6.1 "Deliverables" shall be packaged in accordance with standard commercial practices sufficient to assure arrival in good condition at Lima, OH.
- D.1.2 (CLIN 0004) The ten (10) M35A3 engine compartment hood prototypes listed in Section C.6.2 "Deliverables" to Mannheim, Germany shall be packaged in accordance with (IAW) commercial overseas packaging practices sufficient to insure safe arrival in Germany. The packaging shall be capable of serving as a storage container for "removed metal parts".

The following FAR clause applies to D.1.2:

- FAR clause 52.247-4016 (TACOM) entitled "Heat Treatment and Marking of Wood Packaging Material" (JUL 2002).
- D.1.3 The packaging for the twenty (20) M35A3 engine compartment hood composite piece parts on listed in Section C.6.3 "Deliverables" shall be packaged in accordance with standard commercial practices sufficient to assure arrival in good condition at TACOM, Warren MI.
- D.1.4 The packaging for the remaining 138 composite piece parts on listed in Section C.6.4 "Deliverables" shall be packaged in accordance with standard commercial practices. The packaging shall be capable of serving as a storage container for "removed metal parts" and suitable for return shipment.

D.2 MARKING

- D.2.1 The deliverables listed under C.6.1, C.6.3 and C.6.4 of this modification shall be marked as follows:
- a. Name and address of consignee and consignor.
 - b. Precautionary Markings, as applicable.
 - c. Name and address of subcontractor who generated the data, as applicable.
- D.2.2 The deliverables listed under C.6.2 of this modification shall be marked in accordance with commercial overseas marking practices sufficient to insure safe arrival in Germany.

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*** END OF NARRATIVE D 002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address)

(City)

(County)

(State)

(Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address)

(City)

(County)

(State)

(Zip)

[End of Clause]

E-2 ADDED	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E.1 INSPECTION AND ACCEPTANCE OF DATA/HARDWARE

E.1 DATA

E.1.1 Inspection and acceptance of any technical data developed under this contract shall be at destination or as required by the DD 1423. Destination shall be those addresses set forth in the DD Form 1423 for each deliverable data item.

E.2 HARDWARE

E.2.1 Inspection and acceptance of the one (1) combat vehicle mine blast section, as listed in Section C.6.1 "Deliverables" of this contract, shall be at destination.

These items shall be delivered to the following address:

ATTN: Mr. Michael Foos
General Dynamics
Lima Army Tank Plant, Building 186
1161 Buckeye Road
Lima, Ohio 45804-1825

E.2.2 (CLIN 0004) Inspection and acceptance for the ten (10) field test prototypes produced from the M35A3 engine compartment hoods as listed in Section C.6.2 "Deliverables" of this solicitation, shall be at the contractors plant (FOB Origin). Of the ten prototypes, six (6) shall include the epoxy resin system and four (4) shall include the vinyl ester resin system. To denote the system used, the contractor shall permanently mark the inside of each part with a number between 1 and 10 with the letter E or V to indicate which system, either epoxy resin or vinyl ester resin was used. Inspection and Acceptance is FOB Origin and is limited to

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KIND, CONDITION, COUNT and the marking of the letter E or V.

The following clauses apply to E.2.2:

FAR Clause 52.246-4028, (TACOM) FEB 1994, entitled "Inspection Point: Origin

FAR Clause 52.246-4029, (TACOM) OCT 2002, entitled "Acceptance Point: Origin

These items shall be delivered to the following address:

ATTN: CW3 Watts/MSG Jackson
SR W38C 5 SIG CMD GOCO AMSF-ESRA
Fuether Platz AWCF SSF
Sullivan Barracks, Building 208
Mannheim, Germany 68309
Telephone 0160-7113651

E.2.3 Inspection and acceptance for the twenty (20) field test prototypes produced from the M35A3 engine compartment hoods to be shipped to TACOM Warren MI as listed in Section C.6.3 "Deliverables" of this solicitation, shall be at the destination.

These items shall be delivered to the following address:

USA TACOM
AMSRD-TAR-D
ATTN: Mr. Randy Siers/MS 232
6501 E. Eleven Mile Road
Building 200D, North Mezzanine
TACOM Warren MI 48397-5000

E.2.4 Inspection and acceptance for the remaining 138 field test prototypes, as listed in Section C.6.4 "Deliverables" of this contract is at destination. The shipping address will be provided at a later date.

*** END OF NARRATIVE E 002 ***

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SECTION F - DELIVERIES OR PERFORMANCE

Status	Regulatory Cite	Title	Date
F-1 ADDED	52.247-29	F.O.B. ORIGIN	JUN/1988
F-2 ADDED	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-3 ADDED	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-4 ADDED	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5 ADDED	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

- (1) To be completed by the offeror:
- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____;

(ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;

(iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;

(iv) Number of items per outer container _____ Each;

(v) Gross weight of outer container and contents _____ LBS

(vi) Palletized/skidded _____ Yes _____ No;

(vii) Number of outer containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ LBS;

(ix) Size of pallet/skid and contents _____ LBS Cube _____;

(x) Number of outer containers or pallets/skids per railcar _____ * --

Size of railcar _____

Type of railcar _____

(xi) Number of outer containers or pallets/skids per trailer _____ *--

Size of trailer _____

Type of trailer _____
- *Number of complete units (contract line item) to be shipped in carrier's equipment.
- (2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;
- The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation

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requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

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or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-7 ADDED 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F.1 PERIOD OF PERFORMANCE OF DATA/HARDWARE

F.1.1 DATA

F.1.1 The total period of performance for CLINs 0001, 0002, and 0003 shall be forty (40) months after contract award. FOB DESTINATION.

F.1.2 The Contractor's Progress, Status and Management Report shall be submitted under CLIN 0002 to the Government monthly, in accordance with data item A001 of CDRL 1423, Exhibit A. FOB DESTINATION.

F.1.3 The Performance and Cost Report shall be submitted under CLIN 0002 to the Government monthly, in accordance with data item A002 of CDRL 1423, Exhibit A. FOB DESTINATION.

F.1.4 The following FAR clause is applicable to line items F.1.1 through F.1.3:
52.247-4458 (TACOM) SEP 2000, entitled "Guaranteed Shipping Characteristics-FOB Destination"

F.2 HARDWARE

F.2.1 The one (1) combat vehicle mine blast section listed in Section C.6.1 "Deliverables" of the Scope of Work (SOW) shall be submitted under CLIN 0002 to the Government by 2 Feb 04. FOB DESTINATION

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The following FAR clause is applicable to line item F.2.1:
52.247-4458 (TACOM) SEP 2000, entitled "Guaranteed Shipping Characteristics-FOB Destination"

F.2.2 (CLIN 0004) The ten (10) field test prototypes produced from the M35A3 engine compartment hoods listed in Section C.6.2 "Deliverables" of the Scope of Work (SOW) shall be submitted under CLIN 0004 to the Government by 20 Nov 03.

FOB ORIGIN.

The following FAR clauses are applicable to line item F.2.2:

- 52.247-29 JUN 1988, entitled "FOB Origin"
- 52.247-52 APR 1984, entitled "Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Transshipment Points"
- 52.247-58 APR 1994, entitled "Loading, Blocking and Bracing of Freight Car Shipments"
- 52.247-59 APR 1994, entitled "FOB Origin-Carload and Truckload Shipments"
- 52.247-60 DEC 1989, entitled "Guaranteed Shipping Characteristics"
- 52.247-65 JAN 1991, entitled "FOB Origin, Prepaid Freight-Ship Package Shipments"
- 52.247-4005 (TACOM) AUG 2003, entitled "Shipment of Supplies and Detention of Carrier Equipment"
- 52.242-10 APR 1984, entitled "FOB Origin, GBLs or Prepaid Postage"

F.2.3 The twenty (20) field test prototypes listed in Section C.6.3 "Deliverables" of the Scope of Work (SOW) shall be submitted under CLIN 0002 to the Government by 2 Feb 2004. FOB DESTINATION.

The following FAR clause is applicable to line item F.2.3:
52.247-4458 (TACOM) SEP 2000, entitled "Guaranteed Shipping Characteristics-FOB Destination"

F.2.4 The 138 field test prototypes listed in Section C.6.4 "Deliverables" of the Scope of Work (SOW) shall be submitted under CLIN 0002 to the Government no later than (NLT) forty months (40) months after contract award. FOB DESTINATION.

The following FAR clause is applicable to line item F.2.4:
52.247-4458 (TACOM) SEP 2000, entitled "Guaranteed Shipping Characteristics-FOB Destination"

*** END OF NARRATIVE F 002 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0004	E132C528EH 63300544011	AB	2 32C528	\$	0.00	\$	0.00	\$	0.00
					NET CHANGE	\$	0.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AB	21	32040000036D7675P633005255Y	S20113		W56HZV	\$	0.00
NET CHANGE								\$ 0.00

		<u>PRIOR AMOUNT</u> <u>OF AWARD</u>		<u>INCREASE/DECREASE</u> <u>AMOUNT</u>		<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	747,489.00	\$	0.00	\$	747,489.00

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SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 ADDED	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-2 ADDED	52.247-4458 (TACOM)	GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION	SEP/2000

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s))assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]